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February 9, 2011

The Honorable Jocelyn Boyd
Chief Clerk of the Commission
Public Service Commission of South Carolina
Post Office Drawer 11649
Columbia, South Carolina 29211

Re: Notice of Commencement of Treatment of New Dimension
Communications, Inc. d/b/a Fast Phones Pursuant to Current
Interconnection Agreement
Non-Docketed Item

Dear Ms. Boyd:

Enclosed for filing is AT&T South Carolina's Notice of Commencement of Treatment Pursuant to Current Interconnection Agreement in the above-referenced matter. As no Commission action is necessary, we respectfully request that the Commission post this Notice on its website as a Non-Docketed Item.

Sincerely,

A handwritten signature in black ink that reads "Patrick W. Turner". The signature is written in a cursive, flowing style.

Patrick W. Turner

PWT/nml

Enclosure

cc: Wayne Green (Via First Class U.S. Mail)
Scott Elliott (Via Email)
Nanette Edwards (Via Email)

894454

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

Notice of Commencement of Treatment of)	
New Dimension Communications, Inc. d/b/a)	Non-Docketed Item
Fast Phones Pursuant to Current)	
Interconnection Agreement)	

**NOTICE OF COMMENCEMENT OF TREATMENT
PURSUANT TO CURRENT INTERCONNECTION AGREEMENT**

BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina (“AT&T South Carolina”) respectfully notifies the Public Service Commission of South Carolina (“the Commission”) that on February 7, 2010, AT&T South Carolina sent New Dimension Communications, Inc. d/b/a Fast Phones (“Fast Phones”) a letter informing Fast Phones that unless it promptly pays AT&T South Carolina the past-due balance for services it has purchased from AT&T South Carolina, AT&T South Carolina will suspend, discontinue, and/or terminate Fast Phone’s service in South Carolina in compliance with the terms and conditions of the parties’ current interconnection agreement (“ICA”). Attachment A to this Notice is a redacted copy of that letter and its Attachments.

In April 2010, Fast Phones had a credit balance with AT&T South Carolina. Since then, however, Fast Phones has paid less than 10% of the amounts AT&T South Carolina has billed it for the service purchased pursuant to the ICA. AT&T South Carolina acknowledges that it has denied a number of Fast Phone’s requests for bill credits for various promotional offerings and that Fast Phone has disputed certain of those denials. Disputing amounts AT&T South Carolina has billed it for the services it has purchased, however, does not permit Fast Phone to withhold payment and saddle AT&T South Carolina with the significant risk that Fast Phone would be

unable to pay those disputed amounts if those disputes are resolved in favor of AT&T South Carolina. That much is clear from the plain language of the parties' ICA.

That ICA, which Fast Phone negotiated with AT&T and which was submitted to and approved by this Commission for approval, states:

Payment of *all* charges will be the responsibility of Fast Phones.¹

Fast Phone shall make payment to AT&T for all services billed *including disputed amounts*.²

Payment for services provided by AT&T, *including disputed charges*, is due on or before the next bill date.³

The ICA also expressly allows AT&T South Carolina to protect itself against the risk of nonpayment by taking the suspension, discontinuance, and termination actions referenced in Exhibit A upon Fast Phone's continued refusal to pay the amounts AT&T South Carolina has billed it.⁴

Respectfully submitted on this 9th day of February, 2011.

BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a
AT&T SOUTHEAST d/b/a AT&T SOUTH CAROLINA



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894220

¹ ICA, Attachment 7, p.6, §1.4 (emphasis added). Attachment B to this Notice is a copy of Attachment 7 to the parties' ICA.

² *Id.*, (emphasis added).

³ *Id.*, p.6, §1.4.1 (emphasis added).

⁴ *See, e.g., id.*, pp. 7-9, §§1.5 to 1.5.5.

ATTACHMENT A



AT&T Southeast
600 North 19th Street
22nd Floor
Birmingham, AL 35203

VIA FED EX, Tracking Number 8728 8807 7995

February 7, 2010

Wayne Green, President & CEO
New Dimension Communications, Inc. d/b/a Fast Phones
5710 Rivers Avenue, Suite 104
North Charleston, SC 29406

Dear Mr. Green:

RE: NOTICE OF SUSPENSION AND TERMINATION

AT&T South Carolina's records indicate that the South Carolina Resale account of New Dimension Communications, Inc. d/b/a Fast Phones ("Fast Phones") has an outstanding **past due balance of** [REDACTED] as of December 20, 2010. The Resale account is listed on Attachment A.

The Interconnection Agreement between AT&T South Carolina and Fast Phones covering services purchased in the State of South Carolina, requires Fast Phones to pay AT&T South Carolina all billed charges, including disputed amounts. See ICA, Attachment 7, Billing, at Section 1.4, which states, in part:

1.4 Payment Responsibility. Payment of all charges will be the responsibility of Fast Phones Fast Phones shall make payment to AT&T for all services billed including disputed amounts.

Moreover, Section 1.4.1 of Attachment 7, Billing, to the ICA requires payment for services prior to the next bill date, as follows:

1.4.1. Payment Due. Payment for services provided by AT&T, including disputed charges, is due on or before the next bill date.

Attachment A shows the amounts AT&T South Carolina billed Fast Phones for Resale services purchased in the State of South Carolina, credit adjustments AT&T South Carolina applied and payments AT&T South Carolina received from Fast Phones since May 2008.

Significantly, Attachment A shows that in April 2010, Fast Phones had a credit balance with AT&T South Carolina, but since then, its past due balance has been steadily increasing. As of December 20, 2010, Fast Phones' past due balance sits at [REDACTED]

Please remit payment of [REDACTED] to AT&T South Carolina at the following address:

AT&T ROC-CABS
600 North Point Parkway
Alpharetta, Georgia 30005



-2-

Should Fast Phones fail to make payment of [REDACTED] by February 23, 2011, AT&T South Carolina will take further action pursuant to the ICA, including without limitation Suspension, as provided in Section 1.5 *et seq.* of Attachment 7, Billing, to the ICA.

In addition, should Fast Phones fail to make payment of all past due charges for these Resale services on or before March 15, 2011, including all charges for Resale services that become past due before that date, AT&T South Carolina will take further action, including without limitation Discontinuance and/or Termination, as provided in Section 1.5, *et seq.*, of Attachment 7, Billing, to the ICA.

Should you have any questions, please contact me directly at (205) 244-6716.

Sincerely,

A handwritten signature in cursive script that reads "Leisa Mangina".

Leisa Mangina
Manager-Credit & Collections
AT&T Southeast

Attachments (1)

NEW DIMENSION

ATTACHMENT A

State	Balance Forward	Payments	Adjustments	Balance Forward minus (Payments + Adjustments) Col B - (Col C + Col D)	Current Charges	Late Payment Charges (not included in Col F)	Amount Due
S. Carolina	(Bill account number 803Q906677 with a 20th bill date)						
May-08							
June-08							
July-08							
August-08							
September-08							
October-08							
November-08							
December-08							
January-09							
February-09							
March-09							
April-09							
May-09							
June-09							
July-09							
August-09							
September-09							
October-09							
November-09							
December-09							
January-10							
February-10							
March-10							
April-10							
May-10							
June-10							
July-10							
August-10							
September-10							
October-10							
November-10							
December-10							
Totals	5/08 12/10	\$	\$	PAST DUE BALANCE			
6 Month Totals	7/10 - 12/10	\$	\$		\$	\$	
		\$	\$		\$	\$	

ATTProprietary (Restricted) – Authorized Individuals Only
Customer Proprietary Information

ATTACHMENT B

Attachment 7

Billing

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BILLING

1. Payment and Billing Arrangements

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Fast Phones under this Agreement. AT&T will use its best efforts to format bills in CABS Billing Output Specification (CBOS) standard format. AT&T's billing format may change in accordance with applicable industry standards; provided, however, that AT&T may, in some instances, not apply CBOS standard format for certain types of billing for certain products and services. Billing in a format other than CBOS shall not be the basis of any Fast Phones dispute or withholding of payment.
 - 1.1.1 For any service(s) AT&T receives from Fast Phones, Fast Phones shall bill AT&T in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to AT&T.
 - 1.1.3 AT&T will render bills each month on established bill days for each of Fast Phones's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6.
 - 1.1.4 AT&T will bill Fast Phones in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 For resold services, charges for services will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill Fast Phones, and Fast Phones will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, EUCL charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 AT&T will not perform billing and collection services for Fast Phones as a result of the execution of this Agreement.
- 1.2 Establishing Accounts and Subsequent State Certifications. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Fast Phones will provide the appropriate AT&T Local Contract Manager responsible for new CLEC activation,

the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide Telecommunications Services, the appropriate OCN for each state as assigned by the NECA, CIC, if applicable, ACNA, if applicable, AT&T's blanket form LOA, Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Fast Phones may not order services under a new account and/or subsequent state certification, established in accordance with this Section until thirty (30) days after all information specified in this Section is received from Fast Phones.

- 1.2.1 ACNAs. Fast Phones shall provide AT&T with documentation from Telcordia identifying the ACNA assigned to it by Telcordia (as applicable) in the same legal name as reflected in the preamble to this Agreement. Such ACNA will be used by Fast Phones to order services pursuant to this Agreement and will not be shared by Fast Phones with another entity.
- 1.2.2 Company Identifiers. If Fast Phones needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively "Company Identifiers") under which it operates when Fast Phones has already been conducting business utilizing those Company Identifiers, Fast Phones shall follow the Mergers and Acquisitions Process as described on AT&T's Interconnection Web site, and shall be subject to separately negotiated rates, terms and conditions.
- 1.2.3 Tax Exemption. It is the responsibility of Fast Phones to provide AT&T with a properly completed tax exemption certificate in the current version of the form customarily used by AT&T and at intervals required by the appropriate taxing authorities or reasonably requested by AT&T. A tax exemption certificate must be supplied for each individual Fast Phones entity purchasing Services under this Agreement. Upon AT&T's receipt of a properly completed tax exemption certificate, subsequent billings to Fast Phones will not include those taxes or fees from which Fast Phones is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and Fast Phones shall pay all applicable taxes and fees. In the event that Fast Phones believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T's receipt of a properly completed exemption certificate, AT&T shall assign to Fast Phones its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from Fast Phones and at Fast Phones's sole expense, pursue such refund claim on behalf of Fast Phones, provided that Fast Phones promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim; and, provided further, that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Fast Phones or to deduct any such outstanding costs and expenses from any amounts

owed by AT&T to Fast Phones if no refund is obtained. Fast Phones shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by Fast Phones to its customers.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T's request, Fast Phones shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding Fast Phones's credit and financial condition. Based on AT&T's analysis of the AT&T Credit Profile and other relevant information regarding Fast Phones's credit and financial condition, AT&T reserves the right to require Fast Phones to provide AT&T with a suitable form of security deposit for Fast Phones's account(s). If, in AT&T's sole discretion, circumstances so warrant and/or Fast Phones's gross monthly billing has increased, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Fast Phones's "accounts receivables and proceeds".
- 1.3.1 Security deposit shall take the form of cash, an irrevocable letter of credit (AT&T form), surety bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by Fast Phones and accepted by AT&T. Any such security deposit shall in no way release Fast Phones from its obligation to make complete and timely payments of its bill(s). If AT&T requires Fast Phones to provide a security deposit, Fast Phones shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable. Security deposit request notices will be sent to Fast Phones via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's GSST.
- 1.3.2 Security deposits collected under this Section shall not exceed two (2) months' estimated billing for services pursuant to this Agreement. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Fast Phones has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Fast Phones or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Fast Phones and AT&T shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Fast Phones fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Fast Phones may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to Fast Phones's final bill for its account(s). If no bill is rendered to Fast

Phones, AT&T shall, nevertheless, apply any security deposit to Fast Phones's outstanding balance.

- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Fast Phones as security under this Agreement, Fast Phones shall renew such letter of credit or provide AT&T with evidence that Fast Phones has obtained a suitable replacement for the letter of credit. If Fast Phones fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Fast Phones accounts(s). If Fast Phones provides a security deposit or additional security deposit in the form of a surety bond as required herein, Fast Phones shall renew the surety bond or provide AT&T with evidence that Fast Phones has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Fast Phones fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for Fast Phones's account(s). If the credit rating of any bonding company that has provided Fast Phones with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to Fast Phones that Fast Phones must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If Fast Phones fails to comply with the foregoing, AT&T shall thereafter be authorized, in its sole discretion, to take action on the surety bond and utilize the cash proceeds as security for Fast Phones's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized, in its sole discretion, to draw down the full amount of any letter of credit or take action on any surety bond provided by Fast Phones as security hereunder if Fast Phones defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein and apply the cash proceeds to any outstanding balance on Fast Phones's accounts and utilize any remaining cash proceeds as security for Fast Phones's account(s).

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Fast Phones. Fast Phones shall pay invoices by utilizing wire transfer services or automatic clearing house services. Fast Phones shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between Fast Phones and Fast Phones's customer.

- 1.4.1 Payment Due. Payment for services provided by AT&T, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to Fast Phones's accounts. In such event, AT&T

shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by AT&T on or before the payment due date as set forth above, or if any portion of the payment is received by AT&T in funds that are not immediately available to AT&T, then a late payment and/or interest charge shall be due to AT&T. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of AT&T's GSST, Section B2 of the Private Line Service Tariff or Section E2 of the AT&T intrastate Access Services Tariff, or pursuant to the applicable state law as determined by AT&T. In addition to any applicable late payment and/or interest charges, Fast Phones may be charged a fee for all returned checks at the rate set forth in Section A2 of AT&T's GSST or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Fast Phones. The procedures for discontinuing service to Fast Phones are as follows:
 - 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
 - 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
 - 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's customers. Additionally, at the time of Discontinuance, AT&T will remove any Local Service Freezes in place on the billed Party's customers.
 - 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
 - 1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by Fast Phones of the rules and regulations of AT&T's tariffs.

- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to Fast Phones that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1 above: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, AT&T will provide written notice that AT&T may discontinue the provision of existing services to Fast Phones if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1 above, within thirty (30) days following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.4.1 below.
- 1.5.4.1 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) Fast Phones has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:
- (1) AT&T has sent the subject bill(s) to Fast Phones within seven (7) business days of the bill date(s), verifiable by records maintained by AT&T:

- i. in paper or CDROM form via the United States Postal Service (USPS),
or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to Fast Phones, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.4.2 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.4.3 Fast Phones is solely responsible for notifying the customer of the Discontinuance of service. If, within seven (7) days after Fast Phones's services have been Discontinued, Fast Phones pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of AT&T's GSST, then AT&T will reestablish service for Fast Phones.

1.5.5 Termination. If within seven (7) days after Fast Phones's service has been Discontinued and Fast Phones has failed to pay all past due charges as described above, then Fast Phones's service will be Terminated.

2. Billing Disputes

2.1 Fast Phones shall electronically submit all billing disputes to AT&T using the form specified by AT&T. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of AT&T's denial, or partial denial, of the billing dispute, if Fast Phones is not satisfied with AT&T's resolution of the billing dispute or if no response to the billing dispute has been received by Fast Phones by such sixtieth (60th) day, Fast Phones must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on AT&T's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with General Terms and Conditions.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 above of a specific amount of money actually billed by AT&T within twelve (12) months of the submission of such dispute. Fast Phones agrees to not submit billing disputes for amounts billed more than twelve (12) months prior to submission of a billing dispute filed for amounts billed. The billing dispute must be clearly explained by Fast Phones and supported by written documentation, which clearly shows the basis for disputing charges. The

determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within AT&T's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by AT&T. Claims by Fast Phones for damages of any kind will not be considered a billing dispute for purposes of this Section. If AT&T resolves the billing dispute, in whole or in part, in favor of Fast Phones, any credits and interest due to Fast Phones as a result thereof shall be applied to Fast Phones's account by AT&T upon resolution of the billing dispute.

3. Non-InterCompany Settlements

- 3.1 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the Centralized Message Distribution System (CMDS) Data Center (Direct Participant) and may act as host companies (Host) for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center.
- 3.2 The Non-InterCompany Settlements (NICS) is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two (2) different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T's Southeast Region 9-State.
- 3.3 In association with message distribution service, AT&T will provide Fast Phones with associated intercompany settlements reports as appropriate.
- 3.4 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.5 Intercompany Settlements Messages
 - 3.5.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Fast Phones as a facilities based provider of local exchange Telecommunications Services.
 - 3.5.2 AT&T will receive the monthly NICS reports from Telcordia on behalf of Fast Phones and will distribute copies of these reports to Fast Phones on a monthly basis.
 - 3.5.3 Through NICS, AT&T will collect the revenue earned by Fast Phones within the AT&T Southeast Region 9-State from another LEC also within the AT&T Southeast Region 9-State where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Fast Phones. AT&T will remit the revenue billed by Fast Phones within the AT&T Southeast Region 9-State to the LEC also within the AT&T Southeast Region 9-State, where the

messages originated, less a per message billing and collection fee of five cents (\$0.05). These two (2) amounts will be netted together by AT&T and the resulting charge or credit issued to Fast Phones via a CABS miscellaneous bill on a monthly basis in arrears.

- 3.5.4 AT&T and Fast Phones agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.